AGENDA

COMMITTEE ON LANDS AND BUILDINGS

February 16, 2021 Aldermen Shaw, Levasseur Cavanaugh, Hirschman, Long 6:30 p.m. Online Virtual Meeting Call +1 (571) 317-3112 and enter Access Code: 905-763-677 when prompted

- 1. Chairman Shaw calls the meeting to order.
- 2. Due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, this Committee is authorized to meet electronically.
- 3. The Clerk calls the roll.
- 4. Communications from Brenda Masewic-Adams, Tax Collector, and Robert Gagne, Assessor, regarding City-owned tax deeded parcels scheduled for auction on March 3, 2021.

 If the Committee so desires, a motion would be in order to accept the minimum bid recommendations from the Assessor (sent under separate cover).
- 5. Communication from Jon Donovan, Office of Youth Services Director, and Denise van Zanten, Library Director, regarding the relocation of the OYS to the West Branch of the Library.

Ladies and Gentlemen, what is your pleasure?

6. Communication from Hunter Morris regarding the purchase of 521 Maple Street.

(Note: This property was already declared surplus by the committee on 10/29/2019; attached are responses from the Planning & Community Development Department and Assessor's Office.)

If the Committee so desires, a motion would be in order to direct the Tax Collector to work with a real estate broker to market 521 Maple Street.

TABLED ITEMS

(A motion is in order to remove any item from the table.)

7. Communication from Brenda Masewic-Adams, Tax Collector, requesting authorization for the Mayor to sign the purchase and sales agreement for 2 Bethel Court (with addendum) and for the Solicitor to conduct the sale.

(Note: Attached is a communication from the Tax Collector informing the committee that **Mr. Duperron has withdrawn his offer to purchase the property**.)

8. If there is no further business, a motion is in order to adjourn.

Brenda Masewic Adams, CTC Tax Collector



Laura Mills Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE:

January 27, 2021

TO:

Committee on Lands & Buildings

FROM: Brenda Masewic Adams, Tax Collector

RE:

TAX DEEDED PROPERTY AUCTION

AUCTION DATE:

Wednesday, March 3, 2021

PLACE:

On-Site Auction

AUCTIONEER:

JAMES ST. JEAN AUCTIONEERS

PROPERTIES TO BE DISPOSED BY PUBLIC AUCTION

<u>Status</u>

72 CLAIRE ST

MAP/LOT- 0921/0014

(vacant)

93 WESTCHESTER WAY #4

MAP/LOT- 0645B/0183

(vacant)

All prior owners and mortgagees have been notified of their rights to repurchase prior to disposal as required by RSA 80:89.

Since the disposal is within the 3 year period of the prior owner (s) right to repurchase, any excess proceeds from the sale must be issued to the individual (s) or entity as recorded at the time of the tax deed execution or submitted to the Superior Court for distribution (RSA 80:88).

Respectfully,

Brenda Masewic Adams

Tax Collector

TAX DEEDED PROPERTIES TO BE AUCTIONED ON SITE AUCTION DATE: WEDNESDAY, MARCH 03, 2021

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			*TOTAL \$157,000	*TOTAL						
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								93 WESTCHESTER		RICHARD & NANCY DETACHED
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CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing Manchester, New Hampshire 03101 Tel: (603) 624-6520 – Fax: (603) 628-6288 Email: assessors@ci.manchester.nh.us

Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman Michael W. Hurley

Lisa Turner Assistant to Assessors

To: Barbara Shaw, Committee on Lands & Buildings

From: Board of Assessors Date: February 1, 2021

Re: City Owned Tax Deeded Parcels Scheduled for Auction in March 2021

Request to Value Property

The Assessors have completed an analysis of the estimated market value of the above-referenced properties. The following is a summary of important facts and the value estimate:

Property Location	Two parcels / List attached
Assessors Map/Lot	Two parcels / List attached
Property Owner	City of Manchester
Deed Book/Page	Various (2 parcels)
Date Acquired	Acquired December 2019 / Tax deeded parcels
Improved/Vacant	List attached
Total Land Area	List attached
Current Zoning	Various (2 parcels)
Overlay District	N/A
Easements /	None known
Restrictions	
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))
Comments	Two tax deeded parcels scheduled for auction. Recommend discussion of value in non-public session (RSA 91-A:3 II(d)).

Respectfully,

Robert J. Gagne, CNHA, NHCG

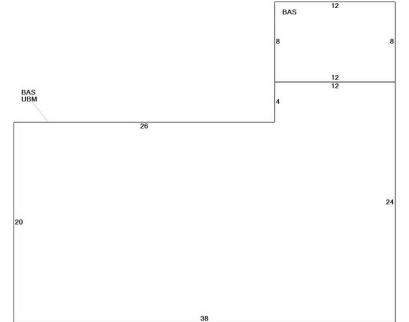
Chairman

Parcel Descriptions

Location	Map/Lot	Description
72 Claire St	921/14	Single family Ranch style house built in the 1950's / Poor condition
93 Westchester Wy		
Unit #4 The Talons at Radburn	645B/183	Detached Condo, Ranch style, Built in 2002, Avg Cond.

Property Location 72 CLAIRE ST Map ID 0921//0014// **Bldg Name** State Use 1010 Print Date 01-29-2021 4:08:49 P Vision ID 29419 Account # 16829802 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 **CURRENT OWNER** LOCATION CURRENT ASSESSMENT TOPO UTILITIES STRT / ROAD 1 Paved 1 Suitable 2 Public Water 1 Urban Description Code Appraised Assessed CITY OF MANCHESTER TAX COLL 2017 1 Level 3 Public Sewer 5 Curb & Gutter RESIDNTL 1010 90,200 90,200 7 Electric **RES LAND** 1010 64,600 64,600 SUPPLEMENTAL DATA MANCHESTER, NH 1 CITY HALL PLAZA RESIDNTL 1010 900 900 Alt Prcl ID RAD OR C CAD = 752 Land Adjus NO Callback Lt NO Sketch Not Voided NH 03101 MANCHESTER Total SF 7056 Land Class R VISION Parcel Zip 03103-2338 Zone Frontage/D No GIS ID 921-14 Assoc Pid# Total 155.700 155.700 RECORD OF OWNERSHIP BK-VOL/PAGE SALE DATE Q/U V/I SALE PRICE PREVIOUS ASSESSMENTS (HISTORY Code Assessed Year Code | Assessed V | Year Code Assessed Year CITY OF MANCHESTER TAX COLL 9240 2975 12-06-2019 U 3.700 35 1564 U 4,000 SACK, JAMES A 8437 05-22-2012 38 2020 2019 90,200 2018 1010 1010 90,200 1010 90,200 PRINCE, LOUISE A 5471 1484 09-15-1993 U ٧ 68.500 04 1010 64,600 1010 64,600 1010 64,600 VIVIERS, NORRIS 5471 1483 08-30-1993 U 4,000 04 1010 900 1010 900 1010 900 VIVIERS, NORRIS 5445 0727 06-21-1993 U 25,000 04 Total 155700 Total 155700 Total 155700 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Code Code Year Description Amount Description Number Amount Comm Int APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 90,200 Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) n Nbhd Nbhd Name В Tracing Batch Appraised Ob (B) Value (Bldg) 900 400 Appraised Land Value (Bldg) 64,600 **NOTES** Special Land Value Total Appraised Parcel Value 155,700 С Valuation Method Total Appraised Parcel Value 155,700 **BUILDING PERMIT RECORD** VISIT / CHANGE HISTORY Purpost/Result Permit Id Issue Date Type Description Amount Comments Date Id Type Is Cd 07 Meas/Info@Dr 06-08-2005 ΚM 02 2nd Visit Not Home 03-01-2001 DD 02-08-2001 DD 01 Meas/Int Estimate 02-28-1991 20 Sale Inspection Meas/Int Estimate 02-14-1991 01 01 Meas/Int Estimate 02-08-1991 LAND LINE VALUATION SECTION Zone B Use Code Description Land Type Land Units Unit Price | I. Factor Site Index Cond. Nbhd. Nbhd. Adj Notes Location Adjustment Adj Unit P Land Value SINGLE FAM 1010 7,056 SF 9.16 1.00000 1.00 400 1.000 1.0000 64,600 9.16 Total Card Land Units 0.162 AC Parcel Total Land Area 0.1620 Total Land Value 64,600

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Property Location 93 WESTCHESTER WY #4 Map ID 0645/B / 0183/ / **Bldg Name** State Use 1020 Print Date 01-29-2021 4:09:51 P Vision ID 127165 Account # Bldg # 1 Sec # 1 of 1 Card # 1 of 1 **CURRENT OWNER** LOCATION CURRENT ASSESSMENT TOPO UTILITIES STRT / ROAD Description Code Appraised Assessed CITY OF MANCHESTER TAX COLL 2017 RESIDNTL 1020 192,800 192,800 SUPPLEMENTAL DATA MANCHESTER, NH 1 CITY HALL PLAZA Alt Prcl ID RAD OR C 700 Callback Lt Land Adjus NO Sketch Not Voided MANCHESTER NH 03101 Total SF 0 Land Class **VISION** Parcel Zip 03104 Zone Frontage/D 645B-183 GIS ID Assoc Pid# Total 192.800 192.800 RECORD OF OWNERSHIP BK-VOL/PAGE SALE DATE Q/U V/I SALE PRICE PREVIOUS ASSESSMENTS (HISTORY Code Assessed Year Code | Assessed V | Year Code Assessed Year CITY OF MANCHESTER TAX COLL 9240 2977 12-06-2019 U 62.600 41 0000 U 38 COSTELLO, NANCY E 0000 10-22-2018 2020 2019 2018 0 1020 192,800 1020 192,800 1020 192,800 COSTELLO, RICHARD H 6625 2078 04-30-2002 U 219.900 00 PINKERTON HILLS DEVELOPMNT CO 05-11-2001 0 Total 192800 Total 192800 Total 192800 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Code Code Year Description Amount Description Number Amount Comm Int APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 192,800 Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) n Nbhd Nbhd Name В Tracing Batch Appraised Ob (B) Value (Bldg) 0 310 Appraised Land Value (Bldg) n **NOTES** Special Land Value SFR DETACHED CONDOS Total Appraised Parcel Value 192,800 IΑ С Valuation Method Total Appraised Parcel Value 192,800 **BUILDING PERMIT RECORD** VISIT / CHANGE HISTORY Purpost/Result Permit Id Issue Date Type Description Amount Comments Date Id Type Is Cd 00 Meas & Int Insp. 04-13-2006 ΚM 02 2nd Visit Not Home 09-13-2005 BB 09-13-2005 BB Meas/Int Estimate LAND LINE VALUATION SECTION Zone B Use Code Description Land Type Land Units Unit Price I. Factor Site Index Cond. Nbhd. Nbhd. Adi Notes Location Adjustment Adj Unit P Land Value CONDO MDL-0 1020 0 SF 0 1.00000 1.00 1.150 0.0000 310 Total Card Land Units 0 AC Parcel Total Land Area 0.0000 Total Land Value

Property Location 93 WESTCHESTER WY #4 Vision ID 127165 Account # Map ID 0645/B / 0183/ / Bldg # 1 Bldg Name Sec # 1 of 1

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Lands and Buildings Committee
One City Hall Plaza
Manchester, New Hampshire 03101

February 1, 2021

Dear Madam Chair,

The Office of Youth Services' lease for our current office space will expire on June 30, 2021. Given this circumstance I was approached by Library Director, Denise van Zanten, this past summer about developing a plan that will mutually benefit both the Office of Youth Services and the Library Department by sharing space at the Branch Library building.

The Library and OYS have regularly partnered on mutual programs for the benefit of our community. With this established partnership the Library Director has suggested that some space at the Branch Library could be repurposed to house the Office of Youth Services and provide expanded access to library services on the west side at the same time. Director van Zanten and I have the approval of the Library Trustees to develop this plan and the Mayor has also given her permission to explore the efficacy of this plan further and recommended we address it with this committee

The space allocated to the Office of Youth Services provides for offices, communal staff space and for the development of a community space that the Library and OYS can use for programming to assist the youth in our city. Phase one of this plan creates the office space for OYS to move in and the estimated minimum cost to relocate is \$22,000 and funding has been identified within the current operational OYS budget. Phase one can be completed in approximately three months' time. Phase two of the project, which could be funded under CIP or with grants, creates the shared community space on the main floor of the branch library and can be completed at a later date. This plan allows the library to provide more service hours at the branch with their current staffing levels and enables them to expand programming space in the building. Our proposal has been discussed with both the City's Facility Division and Information Systems and they assisted with the cost analysis.

This potential space sharing proposal will result in cost savings for the city going forward as the Office of Youth Services will once again be housed in a city building and not be paying rent or additional networking connection needs.

Denise and I would appreciate the opportunity to discuss the cost savings of \$26,400 in the OYS budget going forward and the benefits to both of our departments in more detail. We will be in attendance at your next meeting to address any questions the committee may have. In preparation for that discussion

we have included the estimated costs of the project for each phase, floor plans of the building and a draft of a Memorandum of Understanding.

Respectfully,

Jon Donovan

Jon Donovan Director, Youth Services Denise M. van Zanten Library Director

Denise M. van Fanten

Enc.

cc: Honorable Mayor Joyce Craig Library Board of Trustees Alderman Will Stewart, Aldermanic Liaison Library

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU) made this _ day of _____, 2021 by and between the City of Manchester, Office of Youth Services (OYS) and the City of Manchester Library, (together, the Parties).

WHEREAS, The Manchester City Library has a Branch building located at 76 North Main Street (Building) that has the room to offer space to the City's Office of Youth Services; and

WHEREAS, It is the Library Director and Office of Youth Services Director's intent to allow OYS to be housed in a building that is on the city's network and security systems, rather than in rented private space; and

WHEREAS, The Library Trustees have the full authority over Library buildings in the City of Manchester and as such need an agreement with the City to allow this shared use of space.

NOW THEREFORE, the Library Trustees hereby grants the OYS use of space within the Building all upon and subject to the following terms, provisions, covenants and conditions, to wit:

1. TERM.

The Term of this MOU shall be effective July 1, 2021 and shall expire on July 30, 2026. A subsequent MOU may be issued, upon renegotiated terms and with all required approvals, for an additional term(s) not to exceed 5 years in any one term period. Notwithstanding the above provisions of this Section 1, this MOU may be terminated by either party upon 3 months written notice to the opposing party. Upon termination, any space occupied by OYS shall revert to Library use.

2. USE.

OYS staff will have access to their area and shared spaces both during and outside the Building's Library operational hours. OYS and the Library Director will agree to set operational hours as needed for the efficient operation of the Parties. The Parties agree to abide by all Library and City rules and regulations and will respect the confidential nature of client interactions and designated spaces. The Parties agree to maintain shared communal spaces such as restrooms, lunch areas, and meeting areas in a cleanly and respectful manner.

3. MAINTENANCE, REPAIR, AND RENOVATION OF BUILDING.

Library Management will oversee maintenance of the Building. OYS staff will report any maintenance and repair issues to Library Management in a timely manner. OYS shall not make any renovations or add any fixtures to the Building without written approval of the Library Trustees.

4. <u>UTILITIES, PHONES, AND INTERNET</u>.

The Library will pay for electric and gas services for the Building based upon agreed operational hours for the first year. After the first year, the Parties will evaluate the impact of additional operating hours on the cost of electricity and gas. OYS will pay the cost of any significant additional costs of electricity and gas for the remainder of the term of this MOU, price to be negotiated by the Parties in good faith. OYS will pay for their phones and additional internet lines as needed. Library staff and attendant public networks shall be maintained separately from those of OYS.

5. NONASSIGNABILITY.

OYS may not, under any circumstances whatsoever, assign its rights under this MOU to another party nor allow the use of any part of the Building by another party.

6. NOTICES.

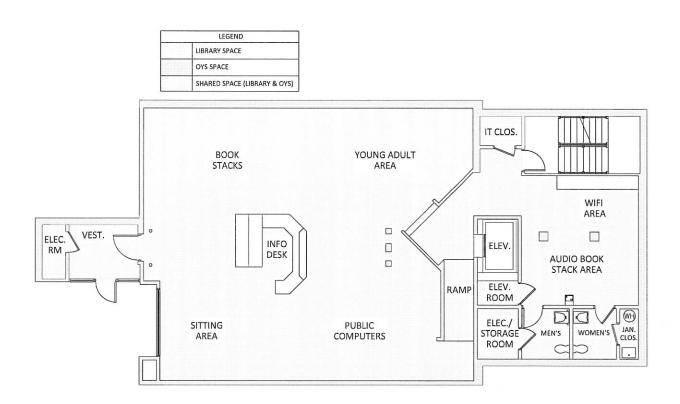
All notices provided for in this MOU shall be in writing and sent by interoffice or regular mail, addressed as follows:

If to the OYS:

<u>If to the Library</u>: Manchester City Library, 405 Pine Street, Manchester, NH 03104, ATTN: Library Director

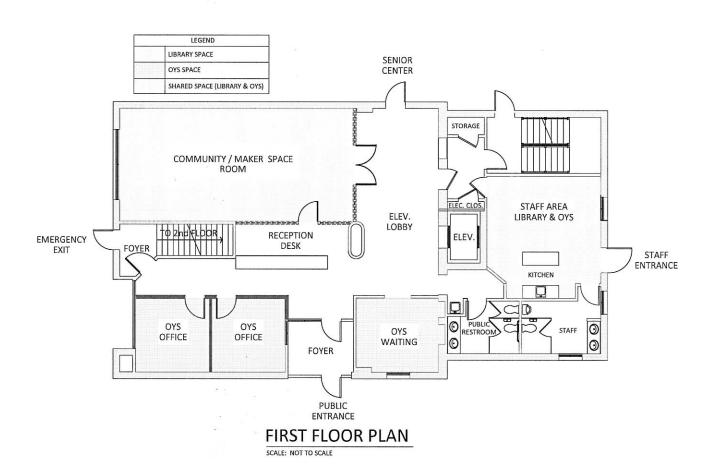
IN WITNESS WHEREOF, this Memorandum of Understanding has been entered into as of the date first above written, and executed in multiple counterparts by the respective officers of the Parties hereto, thereunto duly authorized.

CITY OF MANCHESTER OFFICE OF YOUTH SERVICES	CITY OF MANCHESTER MANCHESTER CITY LIBRARY
By Jonathan Donovan, Director Director	By Denise M. van Zantan,
Date	Date

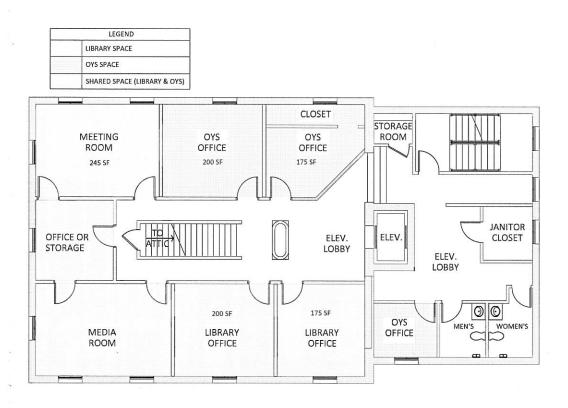


GROUND FLOOR PLAN

SCALE: NOT TO SCALE



5.6



SECOND FLOOR PLAN

SCALE: NOT TO SCALE

Estimated Costs for OYS to share Branch Library Building

Phase I to be paid from operating budgets no additional funds needed.

New City Standard locks (Schlage) 1st floor for new OYS areas/keys	\$1,200
Renovation main floor to offices with doors	\$6,300
Network and Phone connections for OYS	\$6,000
Additional Electrical Outlets	\$2,500
Moving of Library materials/OYS furnishings	\$5,000
Contingency 10%	\$1,000

Total building prep for OYS to move into Branch \$22,000 (\$0 needed)

Phase II (can be done after OYS in) put in under CIP FY22/grants

Glass walls and doors Makerspace/Mtg area shared	\$30,000
1 st floor Public Bathroom modification - make unisex	\$ 5,000
Convert/Update rest of door locks to City standard	\$12,000

Total \$47,000 (\$0 needed now)

Wish List (suggested during planning process)

2 nd Floor Lighting	\$7,000
Remove Carpeting, Refinish Wood Floors (2 nd Floor)	\$10,000

Total Wish List \$17,000 (\$0 needed now)

Hunter Morris
Wire to Wire Technologies
66A Ashland Street, Manchester, NH 03104
603-809-6919 Hmorris@wiretowiretechnologies.com

January 11, 2021

Brenda Masewic Adams Manchester Tax Collector's Office One City Hall Plaza – West Wing, Manchester, NH 03101 603-624-6575

To Whom It May Concern:

My name is Hunter Morris and I am the owner of Wire to Wire Technologies, an IT company based here in Manchester, NH. I have been on the search for a property to move my growing business into and I came across 521 Maple street last year when it was listed on the market. I am writing to you at this time to express my interest in this property.

I currently live and run my business out of Manchester which makes this property location convenient. I intend to bring the property up to code and perform renovations to utilize it as a commercial space for my business. If zoning permits, I plan to explore converting this property to mix use so I can use it as my primary residence as well. The end goal would be one commercial and one residential unit. My business provides remote and onsite services so our customers would not have an impact on traffic or parking in the area.

I am a qualified buyer and have already been pre-approved by a lender. Letter available upon request. Thank you for taking the time to review this letter. If purchasing this property is possible, I look forward to hearing back on the next steps.

Sincerely,
Menter Movin

Hunter Morris



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing Manchester, New Hampshire 03101 Tel: (603) 624-6520 – Fax: (603) 628-6288 Email: assessors@ci.manchester.nh.us

Web: <u>www.ManchesterNH.Gov</u>



Robert J. Gagne, Chairman Michael W. Hurley

Lisa Turner Assistant to Assessors

To: Chairman Barbara Shaw, Committee on Lands & Buildings

From: Board of Assessors Date: February 9, 2021

Re: Map 410, Lot 35 / 521 Maple St / City Owned Office Building

Request to Value Property

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	521 Maple St	
Assessors Map/Lot	Map 410, Lot 35	
Property Owner	City of Manchester	
Deed Book/Page	Bk - Pg Unknown / Undetermined	
Date Acquired	Unknown / Not a Tax deeded parcel	
Improved/Vacant	Improved / Small Office Building (3,755 square feet)	
Total Land Area	10,248 square feet	
Current Zoning	B-1 / Neighborhood Business	
Overlay District	N/A	
Easements None known		
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))	
Comments	Woodframe structure believed to have originally been constructed in 1890 and currently containing approximately 3,775 square feet of gross useable office area. Used most recently by the City School District. Building would need sprinkler system installed for continued use by the District, which has abandoned the use, reportedly due to high cost of retrofitting building to current safety standards. Currently vacant. Subject site is serviced by all public utilities. Recommend discussion of value in non-public session (RSA 91-A:3 II(d)).	

Respectfully,

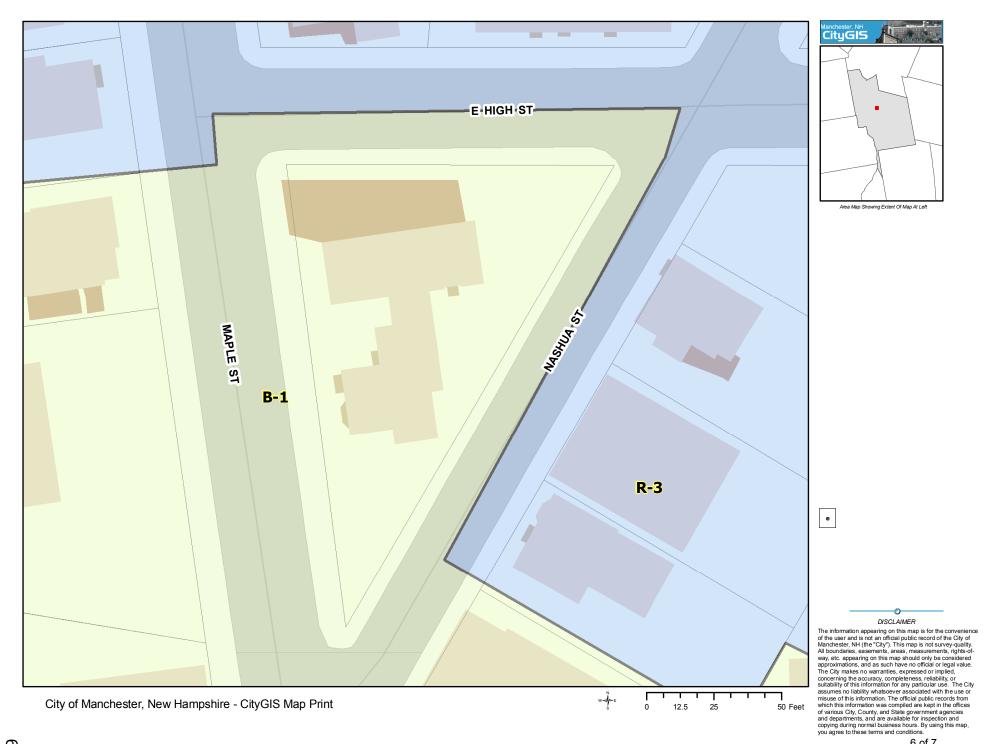
Robert J. Gagne Chairman **Property Location: 521 MAPLE ST Bldg Name:** State Use: 9200 MAP ID: 0410//0035// Vision ID: 12095 Account #12404968 Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1 Print Date: 10/07/2019 09:39 **CURRENT OWNER** TOPO. UTILITIES STRT./ROAD LOCATION **CURRENT ASSESSMENT** CITY OF MANCHESTER 11Suitable All Public Paved 9 Corner Description Code Appraised Value Assessed Value 2017 EXEMPT 9200 217,700 217,700 1 Level 5 Curb & Gutter 1 Urban % CITY CLERK EXM LAND 9200 99,000 99,000 MANCHESTER, NH ONE CITY HALL PLAZA 6 Sidewalk EXEMPT 9200 1,400 1,400 MANCHESTER, NH 03101 SUPPLEMENTAL DATA Additional Owners: Other ID: RAD OR CADCAD = 720NO Land Adjust Callback Ltr Voided NO Sketch Note VISION 10248 Total SF Land Class E 03104-4949 Zone Parcel Zip Frontage/Dep No GIS ID: 410-35 318,100 ASSOC PID# Total 318,100 RECORD OF OWNERSHIP BK-VOL/PAGE | SALE DATE | q/u | v/i | SALE PRICE | V.C. PREVIOUS ASSESSMENTS (HISTORY) CITY OF MANCHESTER 03/10/2006 Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value Yr. | Code 2018 9200 217,700 2017 9200 217,700 2016 9200 217,700 99,000 2016 9200 2018 9200 99,000 2017 9200 99,000 1,400 2017 9200 2018 9200 1,400 2016 9200 1,400 318,100 Total: 318,100 Total: 318,100 Total: EXEMPTIONS OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Type Description Year Amount Code Description Number Amount Comm. Int. APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 217,700 Total: ASSESSING NEIGHBORHOOD Appraised XF (B) Value (Bldg) NBHD NAME STREET INDEX NAME NBHD/SUB TRACING BATCH Appraised OB (L) Value (Bldg) 1,400 605/A Appraised Land Value (Bldg) 99,000 NOTES Special Land Value Total Appraised Parcel Value 318,100 DBA-LATIN AMERICAN CENTER Valuation Method: Adjustment: Net Total Appraised Parcel Value 318,100 BUILDING PERMIT RECORD VISIT/ CHANGE HISTORY Permit ID Issue Date TypeDescription Amount Insp. Date % Comp. Date Comp. Comments Date TypeIS ID Cd. Purpose/Result 02 2nd Visit Not Home 11/14/2005 DP 10/14/2000 DP Meas/Int Estimate 05/30/1991 00 Meas & Int Insp. LAND LINE VALUATION SECTION B Use Use Unit I. C. ST. S.I. Rec CU Adj. Y/N Cond Unit Price Description # | Code Price Factor Α Factor Idx Adj. Zone Depth Units Notes- Adi Special Pricing Land Value Frontage 1 9200 NON PROFIT MDL-94 7.73 1.0000 1 605 1.25 10,248 SF 1.00 Ν 0.000 9.66 99,000 **Total Card Land Units:** 0.24 AC Parcel Total Land Area: 0.24 AC **Total Land Value:** 99,000

Property Location: 521 MAPLE ST Bldg Name: MAP ID: 0410//0035//

State Use: 9200 Vision ID: 12095 Sec #: Print Date: 10/07/2019 09:39 Bldg #: 1 of 1 Account #12404968 1 Card 1 of 1

Vision ID:	12095		Aco	count #12404968			_	1 of 1 Sec #: 1 of 1 Card 1 of 1 Print Date: 10/07/2019 09:39
	CONST	RUC	TION DETAIL	CONSTRU	CTION I	DETAIL (CONTIN	UED)	
Element	Cd.	Ch.	Description	Element	Cd. Ch	. Description		
Style	18		Office Bldg					TOS
Model	94		Commercial					TQS BAS UBM
Grade	04		Average +05					UBM
Stories	1.75							
Occupancy	1				MIX	XED USE		
Exterior Wall	1 25		Vinyl Siding	Code Descrip			ntage	4
Exterior Wall			, myr saunig		ROFIT M			54
Roof Structure			Gable/Hip					BAS 14 FOP UBM
Roof Cover	03		Asph/F Gls/Cmp					
Interior Wall 1			Plastered					13
Interior Wall 2			I Mistered	CO	ST/MARK	ET VALUATION		9 23
Interior Floor	1		Carpet	Adj. Base Rate:	71/1/12 1111	78.67		FHS 23 BAS
Interior Floor 2	1		Vinyl/Asphalt					BAS 10
Heating Fuel	02		Oil					BAS 14 5
Heating Type	05		Hot Water	Replace Cost		340,099		FOP
	05 01		None	AYB		1890		
AC Type	01		None	EYB		1980		
D11 11	0200		NON PROPER MAY	Dep Code		AV		UBM UBM
Bldg Use	9200		NON PROFIT MDL-94	Remodel Rating				[<u>}</u> 0
Total Rooms				Year Remodeled Dep %		36		BA\$
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Heat/AC	00		NONE	% Complete				
Frame Type	02		WOOD FRAME	Overall % Cond		64		_
Baths/Plumbin			AVERAGE	Apprais Val		217,700		
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Rooms/Prtns	02		AVERAGE	Dep Ovr Commer	nt			
Wall Height	8			Misc Imp Ovr Misc Imp Ovr Co		V		
% Comn Wall				Cost to Cure Ovr		0		
				Cost to Cure Ovr		U		
OI	B-OUTB	UIL	DING & YARD ITEMS(I	L) / XF-BUILDI	NG EXTI	RA FEATURES(B)	
Code Desci	ription	Su	b Sub Descript L/B Units	Unit Price Yr G	de Dp Rt	Cnd %Cnd Apr V	/alue	
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	hree Qua		Story 1,3		1,368		107,62	
	asement,			0 2,074	519		40,83	
	eck, Woo			0 50	5		39.	
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	1 ii. O	1033	LiviLeuse Aleu. 3,1	, 0,333	7,040		540,03	4 of 7









Area Map Showing Extent Of Map At Left

DISCLAIMER

DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP Director

Planning & Land Use Management Building Regulations Code Enforcement Division Community Improvement Program Zoning Board of Adjustment Pamela H. Goucher, AICP Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq. Deputy Director Building Regulations

February 9, 2021

Alderman Barbara Shaw, Chairman Committee on Lands and Buildings Board of Mayor and Aldermen One City Hall Plaza Manchester, New Hampshire 03101

Re: Request to Purchase 521 Maple Street, Tax Map 410 Lot 35

Dear Chairwoman Shaw and Honorable Committee Members:

The City has received a request to purchase the City-owned real estate referenced above. The purpose of this letter is to provide a response from the Planning and Community Development Department (PCD), pursuant to Sections 34.15 - 25 of the Manchester Code of Ordinances.

As shown on the map included with this letter, the property is a triangular-shaped parcel located at the intersection of Maple Street, Nashua Street, and East High Street. It is occupied by a two-story, 6,500-square-foot building, which was most recently used by the School District. Before that, the City leased it to the Latin American Center, Inc. for decades. The School District left the building more than a year ago, as it did not have a sprinkler system. It has been unoccupied since.

Due to the lack of use that the City has for the building and the expense of installing a sprinkler system, PCD recommends that it would be in the City's best interest to determine the property "surplus," pursuant to Sections 34.21–22 of the Code, and sell it. Please note that the Code requires City-owned lots to be sold publicly, unless another manner of sale would be in the best interest of the City or required by justice.

The request letter submitted by Mr. Morris states that he would like to use the property for both his information-technology business and his residence. There may be a variance and a conditional-use permit needed from the City to accommodate the proposed uses and parking demands, which could be made contingencies of the sale.

A member of PCD staff will be available at your next meeting, should you have any questions.

Sincerely,

Jeffrey Belanger, AICP

of John

Senior Planner

Manchester Planning and Community Development Department

Cc: Robert Gagne, Chairman, Board of Assessors Brenda Masewic Adams, Tax Collector Kevin Sheppard, P.E., Director of Public Works File

2

6.9



Brenda Masewic Adams, CTC Tax Collector



Laura Mills
Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

DATE: January 25, 2021

TO: Committee on Lands & Buildings

FROM: Brenda Masewic Adams, Tax Collector

RE: Map 0006, Lot 0003A; 2 Bethel Ct

Prior Owner: Karen K. Gould

Deed Bk/Pg: 6372/1970

Deed Recording: 03/16/2001

Back Taxes: \$0.00

On November 10, 2020 the Board of Mayor and Aldermen approved the disposition of 2 Bethel Ct, Map 0006 Lot 0003A and authorized the Tax Collector to negotiate the sale with Robert Duperron. Mr. Duperron is the owner of 170 Amherst St which abuts 2 Bethel Ct.

A purchase and sales agreement was submitted and reviewed at the last Committee meeting held on January 19, 2021 and tabled, pending the resubmittal of a revised P&S by Mr. Duperron removing stipulation item #17 (a) from the sales agreement.

Mr. Duperron has since withdrawn his offer to purchase the property. The deposit of \$10,000 has been refunded.

Respectfully,

Brenda Masewic Adams

Tax Collector

Brenda Masewic Adams, CTC Tax Collector



Laura Mills Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

DATE: December 29, 2020

TO:

Committee on Lands & Buildings

FROM:

Brenda Masewic Adams, Tax Collector

RE:

Map 0006, Lot 0003A; 2 Bethel Ct

Prior Owner:

Karen K. Gould

Deed Bk/Pg:

6372/1970

Deed Recording: 03/16/2001

Back Taxes:

\$0.00

On November 10, 2020 the Board of Mayor and Aldermen approved the disposition of 2 Bethel Ct, Map 0006 Lot 0003A and authorized the Tax Collector to negotiate the sale with Robert Duperron. Mr. Duperron is the owner of 170 Amherst St which abuts 2 Bethel Ct.

Attached is the purchase and sales agreement which has a purchase price cash offer of \$200,000. A deposit of \$10,000 was made and is held on account. Closing is tentatively scheduled for January 27, 2021, pending the sale approval by the Board of Mayor and Aldermen.

Please review item number 17 of the purchase and sales agreement. Our Solicitors Office may need to add an addendum to the sales agreement to remove those terms from the sale.

I would like to request that the Board authorize Mayor Joyce Craig to sign the purchase and sales agreement with an addendum and the Solicitor's Office to conduct the sale.

The Notice to Former Owner to Repurchase (RSA 80:89) and Distribution of Proceeds (RSA 80:88) does not apply since this is not tax deeded property.

Respectfully,

Brenda Masewic Adams

Tax Collector

1 City Hall Plaza West • Manchester, New Hampshire 03101 • (603) 624-6575 • FAX: (603) 628-6162 E-mail: taxcollector@ManchesterNH.gov • Website: www.manchesternh.gov

PURCHASE AND SALES AGREEMENT

AGREEMENT made this day of December 2020, by and between the CITY OF
MANCHESTER, a municipal corporation, of 1 City Hall Plaza, Manchester, NH, 03101
hereinafter referred to as SELLER, and G. Robert Duperron with mailing address of P.O. Box
5653, Manchester, NH 03108, and his nominee or assigns, hereinafter referred to as BUYER.

The "EFFECTIVE DATE" will be that date when all parties have been emailed a copy of this agreement signed and dated by all parties.

In consideration of the mutual promises contained in this Agreement, Buyer and Seller hereby agree as follows:

- 1. **PREMISES**. Seller agrees to convey, and Buyer agrees to purchase improved parcel of land located at **2 Bethel Court**, Manchester, Hillsborough County, New Hampshire 03103; being the same as described in deed to Seller dated March 16, 2001 and recorded in Hillsborough County Registry of Deeds at Book 6372, Page 1970; being shown as City of Manchester Tax Map 6, Lot 3A (the "Premises").
- 2. **PURCHASE PRICE**. Subject to the terms and conditions of this Agreement, Buyer shall pay to Seller the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Purchase Price"), being the appraised value as shown on appraisal attached hereto as EXHIBIT A.
- 3. **DEPOSIT.** To bind this agreement, Buyer shall pay a deposit of \$10,000.00 to Seller on or before two (2) business days after the Effective Date, failure of which will cause this agreement to automatically terminate and any deposit received shall be returned to Buyer. Deposit, together with any interest earned thereon, shall be applied toward Sales Price at closing if Buyer purchases the Premises; otherwise Deposit shall be disbursed pursuant to Paragraph 5, below.
- 4. **DEED.** Seller shall convey the Premises to Buyer by Quit Claim Deed with clear and marketable title, subject to all easements recorded in said registry at Book 525, Page 556, and Book 592, Page 285.
- 5. **CLOSING**. Seller shall convey the Premises to Buyer at a closing which will take place at an agreed upon location on or before January 27, 2021. *IF BUYER FAILS TO CLOSE THROUGH NO FAULT OF SELLER, SELLER SHALL RETAIN THE DEPOSIT AND THIS AGREEMENT SHALL BE TERMINATED.*

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Buyers' Initials: GRO	Sellers' Initials:

- 6. **POSSESSION**. Seller shall deliver possession of the Premises to Buyer as of the date of closing in AS IS condition, subject to all tenants in possession, if any at all.
- 7. **TITLE.** Buyer may, at its sole cost and expense, cause the title to the Premises to be examined. If upon examination of title, Buyer, or its representative finds that the title to the Premises is not good and marketable then the Buyer may, at its option, rescind this Agreement by written notice to Seller by on or before fifteen (15) days after the Effective Date, in which event the Deposit will be returned to Buyer and neither party hereto will have any further rights or duties hereunder, or Buyer may, at its option, proceed with the purchase by taking such title as Seller can convey without any diminution in the Purchase Price. If Buyer does not so rescind and does not also give notice to Seller of dissatisfaction in title by that date, this contingency is waived.
- 8. **PRORATIONS**. Any prepaid rents for the month of closing and any outstanding real estate taxes, water, sewer, or municipal assessments outstanding at the time of closing will be prorated at time of Closing.
- 9. **SELLER'S DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC** (Pursuant to N.H. R.S.A. 477:4-a):
- (a) Radon Gas: Radon Gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
- (b) **Lead Paint**: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
- (c) Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.
- 10. **BROKER/AGENCY.** The parties agree that there is no real estate broker or agent involved in this transaction and if any claim on behalf of any other broker or agent is made or upheld, then the party against or through whom such claim is made, shall defend, indemnify, and hold the other harmless against any damages, costs without limitation, or reasonable attorney's fees.

$C: \label{local-Temp-P&S.12.22.2020.} doc$			
Buyers' Initials: 6 RD	Sellers' Initials:		

- 11. **INSURANCE/OTHER HAZARDS**. Seller shall keep the property insurance (by policy or self-insured) through day after closing in amounts and terms as it is now insured, if at all.
- 12. **GOVERNING LAW**. The interpretation of this Agreement and the rights and obligations of the Buyer and Seller hereunder will be governed by the laws of the State of New Hampshire.
- 13. **SUCCESSION**. The provisions and agreement herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns.
- 14. **INTEGRATION.** All of the representations, statements and agreement heretofore made between the parties are merged into this Agreement which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement made by the other or on his behalf.
- 15. **INSPECTION**: This is an "as is, where is sale" and Buyer waives all right to rescind this agreement based on dissatisfaction with any inspection or condition of the Premises, and Buyer shall purchase this property subject to any and all defects (except for title) known and unknown.
- 16. **FINANCING**. There is no financing contingency. This is a "cash" purchase.

17. SPECIAL TERMS

- (a) "Post-closing Deadline" shall mean that day which is 395 days after the closing date, exclusive of day of closing.
- (b) "Work" shall mean pulling building permits, conducting fit-up, rehab and repair of the improvements on and at the Premises, including the building, walkway, and driveway in order to complete work necessary to obtain Certificate of Occupancy for the Premises as a 3-family residential building.
- (c) Buyer shall have the right until the end of day on the Post-closing Deadline to complete the Work without being required to obtain any variance, waiver, site plan approval, or other departmental relief from the City of Manchester.
- (d) The City of Manchester is estopped from requiring variance relief, planning waivers or site plan approvals be first obtained before the Work can be done or building permits or Certificates of Occupancy issued.

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Buyers' Initials: 6 R D	Sellers' Initials:

(e) Any work after the Post-closing Deadline, will be subject to normal protocols, variances, approvals and permits to address any zoning deficiencies, planning waivers, or site plan approvals which arise from proposed changes to the Premises which were not addressed as "Work".

(f) The rights and conditions of subsection (a), (b), (c), (d) and (e) shall survive closing.

18. SELLER DELIVERABLES:

WITHIN FIVE (5) DAYS OF EFFECTIVE DATE:

(a) Copies of all current (and expired if Tenants are still occupying) leases and rental agreements;

(b) Rent Roll, showing begin and end dates of rental, current rent, arrearage, security deposit, undisbursed income interest earned on security deposit;

(c) Status of any landlord tenant litigation or eviction going on and whether tenant gave to Landlord a CDC Tenant Declaration.

AT CLOSING:

- (a) Deed;
- (b) Assignment of Leases
- (c) Transfer of Security Deposit Statements and transfer of security deposits
- (d) Proration of Rents

19. MISCELLANEOUS

<u>Survival</u>. All representations, warranties and agreements of Seller and Buyer contained in or referenced by this Agreement shall not remain operative or in full force and, shall not survive the Closing, but shall merge upon passing of the Deed, with the exception of warranty of title, and terms and conditions relating to the Deposit.

<u>Modification</u>. This Agreement cannot be changed, amended, or modified in any way except by an instrument in writing, executed by the party or parties to be charge with the change, amendment, or modification.

$C: \label{local} C: \$	mp\P&S.12.22.2020.doc
Buyers' Initials: 6 RD	Sellers' Initials:

<u>Notices and Requests</u>. Any notice, request, instruction, or other document given or required to be given hereunder shall be in writing and shall be deemed given when hand-delivered or deposited in the mail by registered or certified mail, postage prepaid, to the parties at their addresses set forth above or at such other address or addresses as the parties shall by like manner notify each other from time to time.

<u>Binding Effect</u>. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

<u>Severability</u>. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

<u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

<u>Litigation Expense</u>. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such litigation.

<u>Required Notices</u>. The statutory notices and Seller's Disclosures annexed hereto are made a part hereof.

IN WITNESS WHEREOF, the parties execute this Agreement this ____ day of December, 2020.

BUYER:

G. ROBERT DUPERRON

Name: G. Robert Duperron
Date: December , 2020

Phone: 603-512-6663

Email: G_R_D@com cast. net

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Buyers' Initials: 6 RD

Sellers' Initials:

Joanne Duperron Witness:

SELLERS: CITY OF MANCHESTER

Ву:		
Name: Joyce Craig		
Title: Mayor		
Date: December, 2020		
Phone:		
Email:		
Witness:	Witness:	

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Buyers' Initials: 6 R O

Sellers' Initials: _____

SELLER DISCLOSURE

SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR IMPROVEMENTS THEREON, OTHER THAN:

SECTION 1: WATER SUPPLY (RSA 477:4-C AND 4-D)

It is served by municipal water which has been tested during Seller's period of ownership.

SEWAGE DISPOSAL SYSTEM (RSA 477: 4-c and 4-d)

It is served by municipal water which has been tested during Seller's period of ownership

INSULATION (RSA 477: 4-d)

Please describe, in detail, the types and locations of insulation in the property:					
Whe	re Located	Туре			
Wall Cavities Exterior walls Crawl space					
If property is insulated, was insulation installed during your ownership? If yes, when?					
Comments/Other					
	LEAD BASEMENT PAINT (Current or previously existing)				
Is there now, or has there ever been, lead-based paint on this property? Yes No Unknown If yes: Source of information:					
Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No Comments:					

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Buyers' Initials: G R	Sellers' Initials:

HAZARDOUS MATERIALS

UNDERGROUND STORAGE TANKS - Current or previously existing:		
Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown If yes: Are tanks currently in use? Yes No If not: How long have tank(s) been out of service? What materials are, or were, stored in the tanks: Age of tanks: Have you experienced any problems such as leakage? Yes No If yes: describe		
ASBESTOS - Current or previously existing		
* as insulation on the heating system pipes or ducts? Yes No Unknown * In the siding? Yes No Unknown *in the roofing Yes No Unknown *in flooring tiles? Yes No Unknown If yes: source of information: Comments:		
RADON / AIR - Current or previously existing:		
Has this property been tested? Yes No Unknown If yes: Date: By: Results: If applicable, what remedial steps were taken? Has the property been tested since remedial steps? Yes No Are test results available? Yes No Comment		
RADON / WATER - Current or previously existing Has the property been tested? Yes No Unknown If yes: Date: Results: If applicable, what remedial steps were taken? Has the property been tested since remedial steps? Yes No Are test results available? Yes No Comment		

C: local-		
Buyers' Initials: (2 R)	Sellers' Initials:	



Treasurer's Check

54-14 No. 0000540530

200 McGregor Street, Manchester, NH 03102 1.888.786.2791

*** TEN THOUSAND DOLLARS AND 00 CENTS ***

12/23/20

\$10,000.00

PAY

EXACTLY , 000 Dollars 00 Cents

TO THE ORDER OF *CITY OF MANCHESTER*

*

*RE: DEPOSIT ON 2 BETHEL COURT

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

"OOOO540530" COLLGOLGG 90348416"

POSTRO

G Robert Duperron PO Box 5653 Manchester, NH 03108 (603)512-6663 G R D@comcast.net

January 6, 2021

ATTN: Brenda
City of Manchester
Tax Collectors Office
1 City Hall Plaza
Manchester, NH 03101

To: Land and Buildings Committee

This letter is regarding a purchase and sales agreement I submitted for 2 Bethel Court on December 23, 2020. After the PS was submitted I received a phone call from Brenda from the tax collector's office. She stated that there may be an issue with section 17 cited SPECIAL TERMS and if I would consider removing that section.

I would like to clarify my intent with this section. This property has been abandoned and uninhabited for at least two years. Because of this period of time the city could require variances to restore the property back to a three family which it had been for thirty years or more. I believe the property would not be in compliance for parking and possibly other reasons. Another issue is if the property has to meet all regulation for new construction the electrical would not have sufficient outlets in all the rooms to meet newer codes. Fire codes are also more stringent for new construction versus existing properties.

I am willing to obtain any city permits that are necessary to restore and rehabilitate the property but I want the property treated as an existing three family. It would not be in my best interest to purchase this property and be unable to restore the property to its previous state.

Yours Truly,

G Robert Duperron